

CITY OF CHULA VISTA AND WCE PACKAGE TENTATIVE AGREEMENT

Date: August 9, 2013

Subject to final approval by the parties, representatives for the parties have reached a tentative agreement for a 2 year MOU with the following material terms, as attached:

- Salary Adjustments
- Flex Benefits
- Professional Enrichment
- Career Advancement
- Voluntary Work Furlough
- QSD and QSP Certification
- Floating Holiday
- Letter of Understanding re QWP

Also, included are previously agreed upon TA's.

Both parties agree that TA's are agreed upon in substantial form and that minor editing and corrections may be made for incorporation and final approval of the MOU.

The parties will endeavor to complete the approval processes as quickly possible. The dates provided in the TA regarding salary increases are effective upon formal approval of both parties.

For the City

For WCE

CITY OF CHULA VISTA AND WCE TENTATIVE AGREEMENT
REGARDING SALARY ADJUSTMENTS

With regard to Salary Adjustments:

The following shall be added to Section II [Compensation], Subsection A [Wages], Article 2.01 [Wages], with corresponding changes to lettering in the Article:

A. Salary adjustments shall be made as follows:

1. For Fiscal year 2013-2014:

a. In the pay period for August 9, 2013, all WCE represented employees shall receive a 2% salary adjustment.

b. In the first full pay period of January 2014, all WCE represented employees shall receive a 1% salary adjustment

2. For Fiscal-Year 2014-2015:

a. Either party may request a reopener on the issue of salary increases only. To reopen, either party must send a written notice by March 1, 2014 that it desires to reopen on the issue of salary increases.

b. For Fiscal Year 2014-15, the City agrees that prior to City action based upon the Salary Survey, it shall provide a PDF copy of the Salary Survey to WCE, and WCE that shall have a period of 30 days from receipt of the Salary Survey to review and provide comments on the Salary Survey. WCE shall provide its comments regarding the Salary Survey to the City within the aforementioned 30-day period. The City shall provide WCE's comments to the City's outside consultant on the Salary Survey. The Salary Survey shall be that document which the City intends to provide to its consultant for review.

c. The City agrees to review the Surveyor and Plans Examiner classification, starting in January 2014 and to be completed by the end of July 2014.

3. The parties agree to discuss the City's Quality Workforce Program (QWP) under the terms of the related Letter of Understanding with the goal of completing the discussions by March 31, 2014.

4. MOU TERM: The MOU expires on June 30, 2015.

[END]

CITY OF CHULA VISTA AND WCE TENTATIVE AGREEMENT
REGARDING FLEX BENEFITS

With regard to Flex Benefits:

The Flex Benefit amount for Employee Only, those that opt out of City coverage, and those employees covered by another Chula Vista City employee shall be fixed at the amount provided in calendar year 2013 (\$12,762). The flex amount for Employee + 1 and Employee + Family will be adjusted under the current 50/50 cost sharing formula.

[END]

CITY OF CHULA VISTA AND WCE TENTATIVE AGREEMENT
REGARDING JOB SHARING

With regard to Article 3.08 [Job Sharing]:

The following language shall be used:

~~The City will make reasonable accommodation for an employee in a regular position who desires to share his or her job with another qualified employee or eligible person.~~ A WCE represented employee may submit a request to his or her appointing authority to share his or her job with another eligible and qualified employee ~~or eligible person.~~ *The Human Resources Director, after consideration of a recommendation by the Appointing Authority, may grant or deny such request. Requests shall not be unreasonably denied. If granted,* jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified, in writing, by the Appointing Authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

[END]

CITY OF CHULA VISTA AND WCE TENTATIVE AGREEMENT
REGARDING PROFESSIONAL ENRICHMENT

With regard to Article 2.09 [Professional Enrichment]:

The following language shall be used:

Employees represented by WCE are eligible to participate in the City's Professional Enrichment Program.

To qualify as a reimbursable expense, the employee must demonstrate a link to their current job or career path. Requests for professional enrichment reimbursement must be approved by the employee's supervisor, prior to any expenses being incurred, under the following terms:

- *Relevant training needs/requests are identified in performance goals*
- *Training to improve current skills or help in career advancement*
- *Employee to report out/follow-up when requested by Supervisor*

The annual Professional Enrichment Fund allotment for WCE employees is \$25,000. Employees are eligible to receive up to \$1,500 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132 and any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager's designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first served, basis until the funds have been exhausted.

[END]

CITY OF CHULA VISTA AND WCE
TENTATIVE AGREEMENT ON CAREER ADVANCEMENT

With regard to Article 4.02 [Career Advancement]:

The following language shall be used:

I. For WCE represented employees hired on or before June 30, 2013, the following provisions shall apply:

A. Promotion

1. The Assistant Engineer classification will be considered a career advancement position to the Associate Engineer level. Employees will not be required to undergo a promotional exam but will qualify for certification upon (1) fulfillment of a minimum of one year as an Assistant Engineer and upon the forwarding of a positive recommendation by his or her Appointing Authority or (2) becoming registered as a professional engineer by the State of California. Permanent employees who advance from the Assistant Engineer classification under (1) above to the Associate Engineer level shall not be subject to an additional probationary period. Employees who advance from the Assistant Engineer level as a result of # (2) above, shall serve at least a six month probationary period at the Associate Engineer level and at least a combined total of one year as an Assistant Engineer and/or Associate Engineer.
2. Employees classified as an Associate Engineer will be allowed to use the working titles of Associate Civil Engineer or Traffic Engineer upon (a) becoming registered as a Professional Civil Engineer or Professional Traffic Engineer by the State of California; and (b) upon completion of the probationary period specified above and upon forwarding of a positive recommendation by the relevant Appointing Authority to the Director of Human Resources.
3. The career advancement provisions described in numbers 1 and 2 above will also be applicable for Assistant Surveyors I/II

B. The provision set forth in paragraph I.A, above, shall not be construed under any circumstance as creating a vested right, either expressly or impliedly. The City reserves its right to and may, like any other term, seek modify or terminate this provision in subsequent MOU's.

II. For WCE represented employees hired after June 30, 2013, the following provisions shall apply:

A. Promotion

1. The Assistant Engineer classification will be considered a career advancement position to the Associate Engineer level. Employees will not be required to undergo a promotional exam; *however, an employee's advancement to Associate Engineer will depend upon the City's operational needs. Employees may qualify for advancement to Associate Engineer upon:*

- *Successful completion of the probationary period as Assistant Engineer and a positive recommendation by his or her Appointing Authority*
Or
- *Registration as a professional engineer by the State of California and a positive recommendation by his or her Appointing Authority*

2. The career advancement provisions described ~~in numbers 1 and 2~~ above will also be ~~applicable for~~ apply to the Assistant Surveyor I/II classifications.

~~Permanent employees who advance from the Assistant Engineer classification under #(1) above to the Associate Engineer level shall not be subject to an additional probationary period. Employees who advance from the Assistant Engineer level as a result of #(2) above, shall serve at least a six month probationary period at the Associate Engineer level and at least a combined total of one year as an Assistant Engineer and/or Associate Engineer.~~

3. Employees classified as an Associate Engineer will be allowed to use the working titles of Associate Civil Engineer or Traffic Engineer upon (a) becoming registered as a Professional Civil Engineer or Professional Traffic Engineer by the State of California; and upon forwarding of a positive recommendation by the relevant Appointing Authority to the Director of Human Resources.

[END]

CITY OF CHULA VISTA AND TO WCE
TENTATIVE AGREEMENT ON VOLUNTARY WORK FURLOUGH

With regard to Article 3.11 [Voluntary Work Furlough]:

Article 3.11 shall now read as follows:

ARTICLE 3.11 VOLUNTARY WORK FURLOUGH

- I. WCE represented employees ("Employees) may request up to five days (40 hours) of voluntary furlough per fiscal year through the City's Voluntary work furlough program. Requests must be made in day (8 hour) increments. The voluntary furlough may be taken in the same manner as vacation leave. Voluntary furlough must be taken before any other leave balances are used, excluding sick leave balance usage. The voluntary furlough must be taken before the end of each fiscal year.
- II. Employees who, through no fault of their own, were not allowed by the City to take the voluntary furlough during the -20142013-2014 fiscal year, may carry over the unused hours into the 2014-2015 2014-2015 fiscal year. To be eligible for carryover, employees must demonstrate in writing that they requested voluntary furlough during the -20142013-2014 fiscal year and that the Appointing Authority denied their requests.
- III. Employees may not have accrued more than five (5) days (40 hours) voluntary furlough during the each 2013-2014 fiscal year, unless carried over as explained above.
- IV. Employees will be given notice on May 1st of each fiscal year or the first Monday following May 1st of each fiscal year of the necessity to sign up for voluntary work furlough and will be given three weeks to complete the request.
- V. Employees will be given notice on May 1st of each fiscal year or the first Monday following May 1st of each fiscal year of the necessity to sign up for voluntary work furlough and will be given three weeks to complete the request.

[END]

CITY OF CHULA VISTA AND TO WCE
TENTATIVE AGREEMENT ON QSD AND QSP CERTIFICATION

With regard to QSD and QSP certification:

The following shall be added to Article 2.01 [Wages]:

F. The City, in its sole discretion, may designate individuals as QSD or QSP certified. If the City makes such a designation and the employee is so certified, the employee shall receive a \$100 stipend paid once a year. The stipend will be paid in the last pay period of October of each fiscal year.

[END]

CITY OF CHULA VISTA AND TO WCE
TENTATIVE AGREEMENT ON ADDITIONAL FLOATING HOLIDAY

With regard to additional floating holiday:

The following shall be added to Article 3.05 [Holidays]:

IV. Additional Floating Holiday

WCE represented employees shall also be allotted eight (8) additional hours of floating holiday per year for fiscal years 2013-2014 and 2014-2015. The eight (8) hours may be taken in the same manner as vacation leave. The eight (8) hours must be used in its respective fiscal year, may not be carried over to the next fiscal year, and may not be cashed out.

[END]

Letter of Understanding
Between
WCE (the "Union") And The City of Chula Vista (the "City")
RE: Quality Workforce Program

The Union and the City agree to meet beginning no later than September 12, 2013 with the intent to agree upon the compensation component of the Quality Workforce Program ("QWP") no later than March 31, 2014. The following shall establish the parameters for the process:

1. All information reviewed shall be shared by the Union and the City. This section does not apply to information designated as confidential and/or privileged by the City.
2. The following subjects shall be considered appropriate for the purposes of this Letter of Understanding:
 - a. Comparable peer group or labor market to be surveyed for each job or group of jobs
 - b. Internal and external job classifications with which bargaining unit positions shall be compared and benchmarked in any salary survey
 - c. What percentile or other measurement shall be used as the parity goal
3. Either party may invite outside consultants or experts to participate in the process at its own expense. Both parties shall have access to the consultants and experts.
4. Employees and Department Heads may be surveyed regarding duties, responsibilities, and job qualifications.
5. If agreement is not reached by January 31, 2014, then the parties shall request mediation through a mutually agreed upon mediator and, if none, then through the State Mediation and Conciliation Service.
6. The agreed upon compensation component of the QWP shall provide the framework for wage negotiations between the Union and the City for the successor Memorandum of Understanding between the parties.
7. Meetings may be conducted jointly with all bargaining unit employees and management employees in each department to review the agreed upon compensation component of the QWP prior to implementation.

This Letter of Understanding shall be incorporated by reference in the Memorandum of Understanding between the parties.

FOR THE UNION

FOR THE CITY

Date: _____

Date: _____

[END]